

Exhibit B  
To Registration Statement  
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Covington & Burling LLP 1201 Pennsylvania Avenue, N.W. Washington, DC 20004	2. Registration No. 5852
3. Name of Foreign Principal Alassane Ouattara, President, Republic of Côte d'Ivoire*	

\*The election of Mr. Ouattara has been contested.

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Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see the attached engagement letter.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

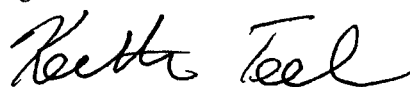
Covington & Burling LLP is retained to provide advice on international legal and policy matters related to the outcome of the recent presidential elections in Côte d'Ivoire, including the refusal of Mr. Laurent Gbagbo to leave office in accordance with the result certified by the United Nations.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See the response to question 8.

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Date of Exhibit B	Name and Title	Signature
1/20/11	Keith A. Teel, Partner Covington & Burling LLP	

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

COVINGTON & BURLING LLP

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January 10, 2011

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H.E. Alassane D. Ouattara  
President of the Republic of Côte d'Ivoire  
Abidjan, Côte D'Ivoire

Mr. President,

We are very pleased to confirm that we will represent you and your government on a pro bono basis in the matter described below and subject to the terms and conditions set forth in this letter.<sup>1</sup>

We will provide advice on international legal and policy matters related to the outcome of the recent presidential elections in Côte d'Ivoire, including the refusal of Mr. Laurent Gbagbo to leave office in accordance with the result certified by the United Nations. We understand that the primary purpose of this engagement is to provide legal advice regarding the responsibilities of the international community. This engagement letter also covers Covington & Burling's ("C&B") representation of your interests before the international community and U.S. agencies and officials. If by subsequent agreement our services are extended to other matters, the provisions of this letter will apply to that representation unless otherwise agreed in writing. We are not at this time undertaking to represent you in litigation; such an undertaking would need to be the subject of a new engagement letter.

I, along with my colleagues Peter Trooboff, Jonathan Gimblett, and Jennifer Saperstein, will be the principal lawyers handling this matter. C&B's Senior International Policy Advisor Alan Larson, who was formerly Under Secretary of State for Economic Affairs, and Senior International Advisor Anne Pence, who served with the U.S. State Department for 16 years, will also play a major role in the performance of the services rendered by C&B.

<sup>1</sup> Covington & Burling LLP is a limited liability partnership organized under the laws of the District of Columbia. Under this form of partnership, a partner's personal assets are not subject to claims against the firm (and other partners) based on contracts, professional negligence or other liability unless the partner is personally liable based on his or her own conduct.

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President of the Republic of Côte d'Ivoire

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We have agreed to undertake this representation on a pro bono basis; that is, we will not charge you a fee for the professional services of our lawyers and paralegals. Moreover, we expect out-of-pocket expenses incurred in this representation to be insignificant, and therefore will absorb them. However, you agree that we may revisit this issue if it appears that we may need to incur significant expenses for some purpose currently not foreseen.

Our records reveal no existing representation of any other client on any matter adverse to you. Our records also reveal no existing representation in another matter of another client which is an adverse party to you in this matter. Without your prior consent, we will not undertake any adverse representation in the future that is substantially related to this representation, nor will we undertake any substantially related adverse representation with respect to any other matter we may subsequently undertake on your behalf.

However, you consent to (i) our representing as clients, in other matters in which they are not adverse to you, parties who are adverse to you in matters in which we do represent you and (ii) our representing clients in business transactions, counseling, litigation, legislation or other matters in which they are adverse to you provided that any such matter has no substantial relationship to any matter in which we represent or have represented you.

I trust this letter accurately states our mutual understanding. If you have questions about any aspect of it, please let me know promptly; otherwise I would appreciate your confirming our understanding by signing and returning a copy of this letter to me. We look forward to working with you on this matter.

Sincerely,

  
O. Thomas Johnson, Jr.

Agreed to:

PRESIDENT ALASSANE D. OUATTARA

By:

  
Allassane D. Ouattara

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